



## MAINE CENTRAL RAILROAD COMPANY

242 ST. JOHN STREET  
TELEPHONE (207) 773-4711

PORTLAND, MAINE 04102  
TELEX 94-4422

STEPHEN H. SHOOK  
GENERAL ATTORNEY

November 8, 1982

2-319A083

Hon. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
12th Street and Constitution Avenue, N.W.  
Washington, D. C. 20423

NOV 15 1982

50.00

RECORDATION NO.

13845

Filed 1425

Dear Ms. Mergenovich:

NOV 15 1982 - 3 40 PM

I have enclosed two duplicate originals of the document described below to be recorded pursuant to Section 11303 of Title 49 of the UNITED STATES CODE.

INTERSTATE COMMERCE COMMISSION

This document is a conditional sale agreement between Maine Central Railroad Company and Portland Terminal Company, both sellers, and Bay Colony Railroad Corporation, Buyer, a primary document dated November 2, 1982.

The names and addresses of the parties to the document are as follows:

Sellers: Maine Central Railroad Company  
242 St. John Street  
Portland, Maine 04102

Portland Terminal Company  
242 St. John Street  
Portland, Maine 04102

Buyer: Bay Colony Railroad Corporation  
2 Militia Drive  
Lexington, Massachusetts 02173

RECEIVED  
NOV 15 3 16 PM '82  
I.C.C.  
EX-111-111

Hon. Agatha L. Mergenovich  
November 8, 1982  
Page Two

Following is a description of the equipment covered by the document:

One Maine Central Railroad Alco S-2 Locomotive  
No. 312;

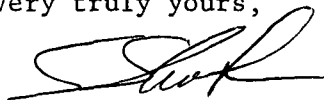
Two Portland Terminal Alco S-4 Locomotives  
No. 1061 and No. 1063.

A check in the amount of \$50 is enclosed to cover the recording fee. Please return one of the two duplicate originals to me for further disposition.

A short summary of the document to appear in the index follows:

Conditional Sale Agreement between Maine Central Railroad Company and Portland Terminal Company, Sellers, both of 242 St. John Street, Portland, Maine 04102, and Bay Colony Railroad Corporation, Buyer, 2 Militia Drive, Lexington, Massachusetts 02173, dated November 2, 1982, covering the sale of one MEC Alco S-2 Locomotive and two PT Alco S-4 Locomotives, respectively numbered 312, 1061 and 1063.

Very truly yours,



Stephen H. Shook  
General Attorney

SHS:ss  
Enclosures

cc: Gordon H. Fay, Chairman  
Bay Colony Railroad Corporation  
2 Militia Drive  
Lexington, MA 02173

**Interstate Commerce Commission**  
Washington, D.C. 20423

11/16/82

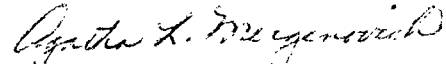
OFFICE OF THE SECRETARY

Stephen H. Shook  
Gen. Atty.  
Main Central Railroad Co.  
242 St. John Street  
Portland, Maine 04102

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/15/82 at 3:40pm, and assigned recordation number(s). 13845

Sincerely yours,

  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

NOV 15 1982 - 3 40 PM

CONDITIONAL SALES AGREEMENT INTERSTATE COMMERCE COMMISSION

MAINE CENTRAL RAILROAD COMPANY and PORTLAND TERMINAL COMPANY, both corporations formed under law and having a principal place of business at 242 St. John Street, Portland, Maine, hereinafter "Sellers," and BAY COLONY RAILROAD CORPORATION, a corporation formed under law and having a principal place of business at 2 Militia Drive, Lexington, Massachusetts, hereinafter "Buyer," agree as follows:

Sellers will sell to Buyer three locomotives hereinafter listed for the total purchase price of Sixty-Two Thousand Dollars (\$62,000.00), F.O.B. South Portland, Maine.

Maine Central Railroad Alco S-2 Locomotive No. 312, for the sum of Twelve Thousand Dollars (\$12,000.00), shall be in sufficient mechanical condition to comply with interchange requirements for shipment and the wheels shall have a twenty-five percent (25%) minimum service metal, otherwise, IT IS SOLD "AS IS" AND NO FURTHER WARRANTIES ARE GIVEN AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Portland Terminal Company Alco S-4 Locomotives Nos. 1061 and 1063, for the sum of Twenty-Five Thousand Dollars (\$25,000.00) each, shall be in operating mechanical and electrical condition, equipped for multiple unit operations, meet the Federal Railroad Administration 736-day inspection requirement, and the wheels shall have a minimum of seventy-five percent (75%) service metal, otherwise the said locomotives ARE SOLD "AS IS" AND NO FURTHER WARRANTIES ARE GIVEN AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Buyer assumes the risk of loss at the time said locomotives are accepted for shipment.

Buyer shall pay Sellers, their successors and assigns, Five Thousand Dollars (\$5,000.00) upon execution of this Agreement, Ten Thousand Dollars (\$10,000.00) upon shipment of Locomotives Nos. 1061 and 1063, Three Thousand Six Hundred Twenty-Five Dollars (\$3,625.00) upon shipment of Locomotive No. 312.

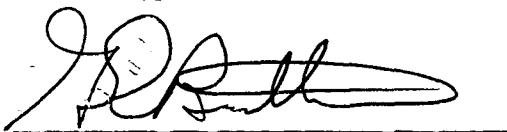
The remaining balance of Forty-Three Thousand Three Hundred Seventy-Five Dollars (\$43,375.00) shall be paid to Sellers in twenty-four (24) equal installments of One Thousand Eight Hundred Seven Dollars and Thirty Cents (\$1,807.30) plus interest on the outstanding balance at ten percent (10%) per year, commencing on the fifth (5th) of the following month after delivery of the last locomotive for shipment pursuant to this Conditional Sales Agreement.

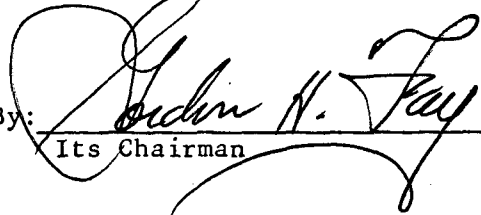
Title to said locomotives shall remain in Sellers until Buyer completes all obligations of payment. Upon Buyer's default, Sellers, at their option, shall have the right to peacefully enter the premises of Buyer and take possession of said locomotives or to dispose of the locomotives by sale, lease, or other means in a commercially reasonable manner.

Dated as of this 2<sup>nd</sup> day of November, 1982.

SIGNED, SEALED AND  
DELIVERED IN PRESENCE OF:

BAY COLONY RAILROAD CORPORATION




By:   
Its Chairman

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Middlesex, ss.

On this 2<sup>nd</sup> day of November, 1982, before me personally appeared GORDON H. FAY, to me personally known, who, being by me duly sworn, says that he is the Chairman of Bay Colony Railroad Corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

My Commission Expires: 11-19-87

SIGNED, SEALED AND  
DELIVERED IN PRESENCE OF:

MAINE CENTRAL RAILROAD COMPANY

*[Signature]*

By: *S.W. Watson*  
Its Treasurer

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss.

On this 3rd day of November, 1982, before me personally appeared S. W. WATSON, to me personally known, who, being by me duly sworn, says that he is the Treasurer of Maine Central Railroad Company; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Sandra H. Schulz*  
Notary Public

My Commission Expires: November 27, 1988

SIGNED, SEALED AND  
DELIVERED IN PRESENCE OF:

PORTLAND TERMINAL COMPANY

*[Signature]*

By: *S.W. Watson*  
Its Treasurer

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss.

On this 3rd day of November, 1982, before me personally appeared S. W. WATSON, to me personally known, who, being by me duly sworn, says that he is the Treasurer of Portland Terminal Company; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Sandra H. Schulz*  
Notary Public

My Commission Expires: Nov 27, 1988